

EXHIBIT B

**FORM OF VENDOR'S ANNUAL REPRESENTATION
CONFIRMATION**

MASTER SERVICES AGREEMENT

REGARDING

DIVISION OF FAMILY RESOURCES MODERNIZATION PROJECT

By and Between

STATE OF INDIANA

ACTING ON BEHALF OF

THE FAMILY AND SOCIAL SERVICES ADMINISTRATION

And

INTERNATIONAL BUSINESS MACHINES CORPORATION

EXHIBIT B

FORM OF VENDOR'S ANNUAL REPRESENTATION CONFIRMATION

Pursuant to the requirements of Section 6.3 of that certain Master Services Agreement dated _____, 2006 ("Agreement"), by and between the State of Indiana ("State"), acting on behalf of the Family and Social Services Administration ("FSSA"), and International Business Machines Corporation ("Vendor"), Vendor (acting by duly elected, qualified and acting _____) hereby certifies, represents and warrants to the State, as of the first day of the Contract Year for which this Confirmation is being delivered and as of the date of execution hereof, as follows:

Formation and Good Standing

Vendor is a corporation duly formed, validly existing and in good standing under the laws of the State of New York, and is duly authorized to conduct its business in the States of New York and Indiana and all other states where the failure to obtain such authorization would have a Material Adverse Effect on Vendor's ability to provide the Services. Vendor owes no outstanding reports to the Indiana Secretary of State.

Power and Authority

Vendor has the power and authority to perform all of the Services and to do all acts and things and execute and deliver all other documents as are required under the Agreement to be done, observed or performed by it in accordance with the terms of the Agreement.

Enforceability

The Agreement continues to be a valid and legally binding obligation of Vendor, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability for the rights of creditors generally and to general principles of equity.

Non-Contravention

The performance by Vendor of the terms, conditions and provisions of the Agreement has not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligation of Vendor under (i) any material agreement, instrument or document to which Vendor is a party or by which it is bound, or (ii) the Constituent Documents of Vendor.

Lists

Neither Vendor nor, to its Knowledge, any Affiliate of Vendor or any Subcontractor is (i) listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security in the U.S. Department of Commerce or their successors, or on any other list of Persons with which the State may not do business under applicable Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, the Debarred List, or the Excluded Parties List System

[<http://www.epls.gov>] (subject to changes in the website) or (ii) listed on the Suspended Vendor List of the Indiana Department of Administration.

No Adverse Proceedings.

There is no Proceeding, at law or in equity, or before or by any Governmental Body, pending or, to Vendor's Knowledge, threatened against Vendor which is reasonably likely to materially or adversely affect Vendor's ability to perform under the Agreement or which challenges the validity of the Agreement.

Licenses and Authorizations

Vendor has, and to its Knowledge, each of its Subcontractors has, all licenses, certifications, permits, authorizations and approvals necessary to perform the Services under the Agreement from all third parties and from all Governmental Bodies that regulate any or all aspects of Vendor's and such Subcontractor's performance of this Agreement which are required to be obtained by Vendor and the Subcontractors as of the date hereof, but exclusive of those which the State needs to obtain (if any) with respect to the State Retained Activities.

Payment Arrears

Vendor is not presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State.

No Indebtedness to the State

Vendor is not indebted to the State, and Vendor is not subject to an outstanding judgment in a suit by the State against Vendor for collection of the balance.

Financial Resources

Vendor has the financial resources to fund any further capital expenditures during the remaining Term required for it to perform under this Agreement without advances by the State or assignment of any payments by the State to a financing source.

No Enforcement Actions

Vendor has no current, pending, outstanding, or, to its Knowledge, threatened, criminal, civil, or enforcement Claims or Proceedings initiated against it by the State pending, and agrees that it will immediately notify the State of any such Claims or Proceedings.

Retention of Consultant

Vendor has not retained or promised to retain any Person, or utilized or promised to utilize a consultant, that participated in the State's development of specific criteria of the Agreement or who participated in the State's selection of Vendor or approval of any Subcontractor for the Modernization Project.

Tax Filings

Vendor has filed all tax returns which are due with respect to the State of Indiana and has paid all taxes due and owing to the State of Indiana or to any taxing authority within the State of Indiana.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate on behalf of Vendor this ____ day of _____, 20__.

**INTERNATIONAL BUSINESS
MACHINES CORPORATION**

By _____
Printed: _____
Title: _____